

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA
Omaha Division

In Re

**Kathleen M. Johnson, aka
Kathleen Magdaline Johnson, aka
Kathy Johnson,**
Debtor

**LSF8 Master Participation Trust, by
Caliber Home Loans, Inc., solely in
its capacity as servicer,**
its successors and assigns,

Case No: **13-82458-TLS**

Chapter **13**

MOTION FOR RELIEF FROM
AUTOMATIC STAY

Hearing date: 03/25/2015
Hearing time: 02:00 PM

Movant.

STIPULATED ORDER IN SETTLEMENT OF
THE MOTION FOR RELIEF FROM THE AUTOMATIC STAY

COMES NOW Movant, **LSF8 Master Participation Trust, by Caliber Home Loans, Inc., solely in its capacity as servicer**, ("Movant"), by and through its attorney Jonathon B. Burford, and the Debtor, **Kathleen M. Johnson, aka Kathleen Magdaline Johnson, aka Kathy Johnson**, ("Debtor") and **Charles Johnson**, (Co-Debtor) by and through their attorney, **Burke Smith**, and enter this Stipulated Order ("Order") in settlement of the above referenced motion, with terms as follows:

1) Debtor and Co-Debtor has granted, and the parties hereto acknowledge, that **LSF8 Master Participation Trust, by Caliber Home Loans, Inc., solely in its capacity as servicer**, has a valid, perfected security interest in certain real property commonly known as **13615 Boyd Street, Omaha, NE 68164** (the "Property").

2) Debtor and Co-Debtor agrees that they were due and owing to Movant for 3 Post-Petition mortgage payments of \$2,342.27 (January 2015 through and including March 2015), Less Suspense -\$1,760.27, and Attorney fees and costs of \$1,026.00, totaling \$6,292.54, (the "Arrearage"), as of March 19, 2015.

3) Beginning April 28, 2015, and continuing the like day of each succeeding month thereafter, Debtor and Co-Debtor shall timely and fully make their regular



monthly mortgage payments to Movant due on the 1st of each month, according to the terms of the Note.

4) From and after the date of entering this Order, Debtor and Co-Debtor shall continuously maintain and pay for adequate insurance on the Property and pay all taxes attributable to the Property when due.

5) On or before April 15, 2015, and in addition to the payment required under Paragraph 3 above, Debtor and Co-Debtor shall cure the remaining amount of the Arrearage by making eleven (11) consecutive, additional, monthly payments of \$524.37 and one (1) final payment of \$524.47 to Movant due on the 15th of each month, commencing April 15, 2015.

6) Debtor and Co-Debtor shall send mortgage payments to the following address while in Bankruptcy, until/unless notified otherwise by Movant, or its successors and assigns:

Caliber Home Loans
P.O. Box 24330
Oklahoma City, OK 73124

7) Debtor, Co-Debtor and Movant agree that if Debtor and Co-Debtor fails to timely or fully make either their regular mortgage payment, additional mortgage payments, maintain adequate insurance on the Property, or pay all taxes attributable to the Property, Movant shall notify Debtor, Co-Debtor and Debtor's counsel, in writing, of the material default. Debtor and Co-Debtor shall have fourteen (14) days from the date of such letter is mailed to cure said default IN FULL.

8) Debtor, Co-Debtor and Movant agree that if Debtor and Co-Debtor do not cure the default within the specified fourteen (14) days IN FULL, then Movant shall provide notice thereof to the United States Bankruptcy Court and relief from the automatic stay shall be granted immediately without further notice or hearing. In the event that a default does occur, Movant shall be entitled to collect all attorney fees and costs incurred in connection with such default.

9) Debtor, Co-Debtor and Movant agree that if Debtor and Co-Debtor, at any time after execution of this Stipulated Order, convert the instant Chapter 13 bankruptcy case to a case under Chapter 7, Movant shall notify Chapter 7 Trustee, Debtor, Co-Debtor and Debtor's counsel in writing, of the contractual arrearage due, if any. Debtor and Co-Debtor shall have fourteen (14) days from the date the letter is mailed to cure the contractual arrearage IN FULL.



10) Debtor, Co-Debtor and Movant agree that if Debtor and Co-Debtor do not cure the contractual arrearage within the specified fourteen (14) days IN FULL, then Movant shall provide notice thereof to the United States Bankruptcy Court and relief from the automatic stay shall be granted immediately without further notice or hearing.

11) Debtor, Co-Debtor and Movant further agree that if Debtor's instant Chapter 13 bankruptcy case is dismissed, this stipulated order shall no longer be binding upon the parties as of the date of dismissal, unless agreed to otherwise by the parties in writing.

12) Debtor, Co-Debtor and Movant agree that Movant's motion be and is hereby DENIED AS SETTLED.

So Ordered:

Dated: March 31, 2015

/s/Thomas L. Saladino

Honorable Judge Thomas L. Saladino
United States Bankruptcy Judge

By: /s/Jonathon B. Burford
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